

2009 - 2011

AGREEMENT BETWEEN

CITY OF WENATCHEE

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

LOCAL #453

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**AGREEMENT BETWEEN
CITY OF WENATCHEE
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL #453**

THIS AGREEMENT is entered into by the City of Wenatchee, hereinafter referred to as the Employer, and Local #453, International Association of Firefighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, hours and other conditions of employment.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the City of Wenatchee Fire & Rescue Department except the Fire Chief, Assistant Chiefs, Administrative Assistant, and Secretary. Further, this agreement and all amendments thereto, shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.
- 1.2 It is also recognized that the Employer has agreements with other agencies to provide mutual and automatic aid to and from the Fire Department. It is agreed that these agreements are in no way to replace but to supplement the current staffing of the Fire Department.

ARTICLE 2 – UNION SECURITY

- 2.1 Any employee covered by this Agreement who is presently a Union member shall, as a condition of employment, remain a member of the Union and pay the periodic membership dues uniformly levied against all Union members. All new employees who choose to become Union members shall pay the periodic membership dues uniformly levied against all Union members as a condition of employment. Rights of non-association shall be protected as provided for in R.C.W. 41.56.122(1).

ARTICLE 3 – MEDIATION/ARBITRATION

- 3.1 City of Wenatchee agrees to comply with R.C.W. 41.56.

ARTICLE 4 – UNION BUSINESS

- 4.1 Union members may, at the discretion of the Fire Chief and/or Assistant Fire Chief, be granted time off the job with pay to perform their Union functions.
- 4.2 Members of the negotiation team shall be allowed time off with pay for all meetings which shall be mutually agreed upon by the Employer and the Union.
- 4.3 All employees shall be allowed to attend Union meetings while they are on duty, subject to the approval of the Chief or his designate.
- 4.4 A Union official who is an employee in the bargaining unit will be granted time off without pay while conducting Union business, provided:
- 4.4.1 He notifies the employer at least forty-eight (48) hours prior to the time off;
- 4.4.2 Sufficient employees are available to man the department during this time off;
- 4.4.3 An employee called in to replace another employee who is off on Union business leave will receive the overtime rate of pay.
- 4.5 In addition to the time off without pay provided for in section 4.4 above, the Fire Chief or designee shall grant three primary Union officers (President, Vice President and Secretary/Treasurer) the opportunity to utilize paid time off through the use of vacation leave and/or shift trades as defined in this section in order to allow them to attend one or more of the following meetings or conferences: WSCFF Legislative, WSCFF Spring Education Seminar, WSCFF Annual Convention; and IAFF Bi-Annual Conference (President only). Vacation leave may be utilized by the above-referenced individuals in order to allow them to attend the above referenced meetings and conferences even when they request vacation leave with less notice than is required for vacation selection as set forth in section 12.2.4, provided that leave slots remain open on the requested dates at the time when the request for vacation leave is made. In addition, the three primary Union officers may also utilize shift trades in order to allow them to attend the above-referenced meeting or conferences, and such shift trades will not count, for either partner to the shift trade, towards the shift trade limit that is set forth in section 17.2 of the contract. The maximum amount of vacation leave and/or shift trade time that can be utilized

through this section is 48 hours per year per the union officers listed above.

- 4.6 The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in each station to be used by the Union. The Union shall limit its posting and bulletins to such boards.

ARTICLE 5 – PREVAILING RIGHTS

- 5.1 All rights and privileges held by the employee at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights and privileges shall mean: Dormitory and kitchen privileges, the furnishings of uniforms and equipment, and such rights and privileges as specified in State and City laws or ordinances as they now exist or as they may hereafter be amended.
- 5.2 Any changes in prevailing rights affecting wages, hours, and working conditions shall be made in accordance with R.C. W. 41.56.

ARTICLE 6 – HOURS OF WORK

- 6.1 Effective January 1, 2005, the work schedule will be a 48.07 hour work week, three (3) platoon system, operating on a 21 day 7 (k) cycle. The Department will operate on a 24 hours on/48 hours off schedule. No one by virtue of changing from a four platoon to a three platoon system shall be demoted or lose classification.
- 6.2 Members will be assigned one (1) adjustment day (Kelly Day) each 21-day cycle. Kelly Days will be used to reduce the hours of work and will be assigned. Kelly Days must be taken within the 21-day work cycle.

Beginning with the first full 21-day cycle that commences after March 1, 2009, each bargaining unit member will be assigned thirty-five (35) Kelly Days during the ensuing two (2) year period. This will be repeated during every subsequent two (2) year period thereafter (i.e. for the two (2) year period between March 2011 and March 2013, etc).

- 6.3 Assigned Kelly Day trades may only occur between members of the regularly assigned shift (A, B, C). It is understood by both parties that a Kelly Day trade is an exchange with an individual from the same shift.
- 6.4 The Kelly Day trade must be a 24-hour absence and counts as one of the eight (8) trades per year cap, per Article 17.2 regarding allowed number of shift trades per calendar year.

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- 6.5 Kelly Day trades must be completed within the identified 21-day work cycle and must be approved by the Battalion Chief or their designate(s).
 - 6.6 Pay backs not accomplished in accordance with item 6.5 shall be considered lost.
 - 6.7 Members will not enter into Kelly Day trades outside ninety (90) days prior to the initial time trade date.
 - 6.8 Kelly Day trades may be denied if the trade conflicts with prearranged or required training.
 - 6.9 Members who are on a Kelly Day trade day off will not be eligible to work overtime, except in the case of departmental emergency callbacks.
 - 6.10 Members engaging in an out-of-classification Kelly Day trade with a fellow employee of a higher rank must meet the eligibility requirements for that higher rank that are set forth in the Wenatchee Civil Service Commission's Rule X. Promotions Section 9 Fire Department Promotions, specifically "D", "E", "F" and "G". Members meeting such eligibility requirements may engage in out-of-classification Kelly Day trades under the same procedures that are applicable to rank-for-rank time trades.
 - 6.11 It is the intent of the parties that an employee must at least meet the minimum eligibility requirements (in terms of years of service, etc.) for a particular rank that are set forth above in Article 6.10 in order to be able to engage in a Kelly Day trade with an employee of that rank. Further, recruit firefighters may not engage in Kelly Day trades during their one (1) year probationary period.
 - 6.12 If a member of Local 453's bargaining unit is unable to fulfill his or her end of a Kelly Day trade for some reason, the trade will not be cancelled. Furthermore, the bargaining unit member who is unable to fulfill their end of the time trade also will not need to find a replacement for the trade. However, that bargaining unit member will be required to use his or her earned benefits (such as sick leave) in order to complete the trade.
 - 6.13 The employer shall ensure that when an employee is transferred from one shift to another, the employee shall work the same number of shifts as originally assigned in an identifiable cycle.

ARTICLE 7 – MANAGEMENT CLAUSE

- 7.1 Any and all rights concerned with the management and operation of the Department are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The City has the right, among other actions, to discipline and discharge for just cause; to lay employees off; to assign work and determine duties of employees; to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement, in accordance with Wenatchee Fire & Rescue Civil Service Rules and Regulations.

ARTICLE 8 – WORK CONTINUATION

- 8.1 During the period of this Agreement, there shall be no strike or lockout. No employee shall refuse to perform his assigned duties. The Union agrees that it will not cause or condone any strike, slowdown, or other interference in the normal operation of the Department.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1 All grievances between the City and the Wenatchee Firefighters which arise concerning the terms and conditions of this Agreement shall be submitted and acted upon as hereinafter provided.
- 9.2 The aggrieved employee will be encouraged, but not required, to resolve potential grievances in an informal manner prior to the filing of a formal grievance in an effort to eliminate the need for a formal grievance. Informal resolutions should be attempted through contacts made at the lowest supervisory level possessing the necessary authority to resolve a particular issue.

The Union, through the Union Grievance Committee, will submit as the first step in the formal grievance process all grievances in writing to the Fire Chief for adjustment within forty (40) calendar days of their occurrence (excluding the designated holidays set forth in Article 13.1 of this Agreement). Written grievances will contain facts pertaining to the grievance, a list of the contract provisions alleged to have been violated, and a requested remedy.

- 9.3 If, within fourteen (14) consecutive calendar days, the grievance has not been settled by the Chief of the Fire Department, the grievance shall be submitted to the Mayor and two Council members for their consideration. The Mayor and two Council members will render a decision within fourteen (14) calendar days.
- 9.4 If the decision of the Mayor and two Council members is not acceptable to the Union, the grievance may be submitted to arbitration. Within fourteen (14) calendar days following the decision of the Mayor and two Council members, the Union shall notify the other party its intention to submit the issue to grievance arbitration.

Within seven (7) calendar days, the Union and Employer shall request a list of nine (9) arbitrators from the American Arbitration Association. Upon receipt of said list, a representative of the Union and Employer shall within fourteen (14) calendar days meet and alternately strike names until only one name remains who shall serve as grievance arbitrator.

The arbiter that is chosen shall have the power to determine if the grievance is arbitrated; to determine controversies involving the interpretation of alleged violation of specific provisions of this Agreement; and to make a decision that is final and binding upon both parties.

The costs of the arbiter shall be borne equally between the City and Union on a fifty/fifty (50/50) basis. Each party shall pay its own costs for the presentation of its case including requests for transcripts of proceedings.

- 9.5 Any of the specified time periods required for action upon a grievance subsequent to and including its presentation up the chain of command may be modified by mutual written agreement of the aggrieved party and/or the Union's Grievance Committee and the person(s) representing the City Administration from whom a decision on the grievance is requested.
- 9.6 Election of Remedies. In the event a grievance is filed concerning discipline or discharge that the Civil Service Commission has jurisdiction to resolve, the grievance shall not be processed beyond the Chief of the Fire Department, unless the employee elects in writing not to pursue the matter before the Civil Service Commission.

ARTICLE 10 – WAGES

- 10.1 See Appendix A attached and incorporated herein by reference.
- 10.1a Effective 1/1/09 – Increase FF1st Class base wage by 3% COLA
 Effective 1/1/10 – Increase FF1st Class base wage by 3% COLA
 Effective 1/1/11 – Increase FF1st Class base wage by 3% COLA
- 10.1b Any overtime that has not been paid with the end of month check (5th) will be paid with the mid-month draw.
- 10.2 The City shall provide a matching contribution to a qualifying deferred compensation program for employees covered in this Agreement. The employee's contribution shall be matched by the employer up to a maximum of 2% of FF1 base wage.

ARTICLE 11 – LONGEVITY PAY

- 11.1 The City agrees to pay longevity pay for recognition of continuous years of service with Wenatchee Fire & Rescue.

1% - 5 years
 2% - 10 years
 3% - 15 years
 4% - 20 years
 5% - 25 years

ARTICLE 12 – VACATIONS

- 12.1 Vacations shall be earned by an employee at the rate of 1.25 working days for each month of completed service or one (1) shift for every twenty (20) shifts of completed service. Additional vacation shall be granted as follows:

<u>YEARS OF SERVICE</u>	<u>SHIFTS</u>	<u>HOURS</u>
0 - 5	6	144
6 - 10	8	192
11 - 15	9	216
16 - 20	10	240
21 - 25	11	264
26 - 30	12	288

12.1.1. The maximum accrual for the vacations will be 528 hours by March 1st of any given year.

12.1.2. Although bargaining unit members who are in their first six (6) months of employment with the City will accumulate vacation leave at the applicable rate that is set forth in Article 12.1 above, they will not be able to utilize their vacation leave during the first six (6) months of their employment except as follows: if they are suffering from a bona fide illness or injury and they have first exhausted all of their available sick leave benefits; or they notify the City within the first month of their employment about a significant event that they need to attend that they can establish was scheduled before the commencement of their employment with the City; or other circumstances exist which, in the sole discretion of the Fire Chief, would justify the utilization of their vacation leave benefit. Upon the completion of six (6) months of employment with the City, newly hired bargaining unit members will be able to utilize their vacation leave benefits under the same circumstances as all other bargaining unit members. Bargaining unit member with less than six (6) months of employment will be entitled to fully participate in the Vacation Scheduling Procedure that is set forth below, except that they will not be allowed to schedule vacation leave during their first six (6) months of employment except for the reasons that are set forth above.

12.2 Vacation Scheduling Procedure:

12.2.1 For the purpose of choosing vacations, a list of Bargaining Unit Employees by seniority by shift will be made and published no later than January 15.

12.2.2 All Bargaining Unit Employees will be included in vacation scheduling.

12.2.3 Battalion Chiefs will coordinate selection of vacations of all Bargaining Unit Employees based on:

- a. Two Bargaining Unit Employees will be allowed to be scheduled off per shift.
- b. Fire Prevention Personnel not included in selection.

12.2.4 The selection list will be submitted to the Administration by February 15th. The submitted selections are for the calendar year from March 1st to the last day of February. Vacation requests may be approved for union leave after this date under the conditions set forth in section 4.5 of the contract.

12.2.5 All vacations selected after February 15 will be requested and submitted through proper channels for approval. Vacations cannot be scheduled to

create a situation where all three (3) officers on a shift, within each platoon, would be on vacation or absent at the same time.

12.2.6 Deviations to this section will be allowed only because of reduction in force, disabilities or sickness, in excess of three (3) consecutive shifts.

12.2.7 Employees that have scheduled vacation time off which is canceled by the Employer will have the opportunity to reschedule their vacation time off prior to the end of the calendar year if time is available. If no time is available, the Employee will have the opportunity to use their vacation prior to March 1.

12.2.8 Employees who cancel their scheduled vacation(s) will have the opportunity to reschedule their vacation prior to March 1st subject to shift/staffing level needs as determined by the Chief.

12.2.9 Employee canceled vacation which results in accrual in excess of the allowed maximum may lose any excess accrued vacation.

ARTICLE 13 – HOLIDAYS

13.1 All uniformed personnel will receive one hundred eight (108) hours pay based on a 48.07-hour week calculation, in lieu of the following holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (Third Monday of January)
President's Day (Third Monday of February)
Memorial Day (Last Monday of May)
Fourth of July (July 4)
Labor Day (First Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday of November)
Day after Thanksgiving
Christmas Day (December 25)
Floating Holiday

When a holiday falls on Sunday, the following Monday shall be observed.
When a holiday falls on a Saturday, the proceeding Friday shall be observed.

- 13.2 For individuals promoted during the calendar year, the calculation shall be made as follows:

<u>Promotion Quarter</u> (Calendar Basis)	<u>No. Hours Included</u> (Higher Base Wage)	<u>Service Conclusion</u> (Lower Base Wage)
1	108	0
2 & 3	72	36
4	36	72

Recruits and those separated from service will be prorated for the above holiday pay as follows:

<u>Quarter</u>	<u>Service Commencement</u>	<u>Service Conclusion</u>
1	108	36
2 & 3	72	72
4	36	108

- 13.3 The additional pay for such holidays will be included in the paycheck received at the end of the month of November during that calendar year.

ARTICLE 14 – UNION CHECKOFF

- 14.1 The Employer agrees to deduct, once a month, dues and assessments from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union.

ARTICLE 15 – OVERTIME PAY AND COMPENSATORY TIME

- 15.1 Effective January 1, 2003, twenty-four (24) hour shift personnel shall be paid overtime at time and one-half, computed on a 48.07 hour workweek with a 21 day 7(k) cycle.
- 15.1.1 Employees transferred to a forty-hour (40) per week position shall be paid overtime at time and one-half computed on a forty (40) hour workweek.
- 15.2 Employees who are held over beyond their shift shall be paid overtime rounded to the next half-hour.
- 15.3 Employees who are called back to work outside their regularly scheduled shifts, shall be paid overtime with a minimum of two (2) hours or given compensatory time at two (2) times the hour(s) worked with a two (2) hour minimum.

15.4 For employees who are called back to work, the starting time for overtime shall be as follows:

15.4.1 Manning of the department during emergencies; overtime will start from the time of alarm.

15.4.2 Manning of the department for other than emergency, overtime will begin from the time the employee reports for duty.

15.4.3 Scheduled overtime will begin from the time the employee is scheduled to report for duty.

15.4.4 Employees may convert no more than forty-eight (48) hours into annual leave during any contract year. In the event an employee elects to convert some of his/her compensatory time in the coming calendar year, he/she must give written notice to the Chief no later than December 15. The converted time will be posted by January 1st of the following year and such conversions shall be taken in 24-hour increments.

ARTICLE 16 – CLOTHING

16.1 The Employer shall furnish, replace or repair, as the need arises to the employees, all uniforms, protective clothing and/or protective devices required of employees in the performance of their duties with the approval of the Chief or his designate.

16.2 Personnel may purchase their initial "Class A" uniform, that meets all department requirements, the department will purchase all replacement and/or additional items that are required in the future, when it is determined they no longer meet standards or status.

ARTICLE 17 – SHIFT TRADES

17.1 It is understood by both parties that a shift trade is an exchange of time with an individual from another shift.

17.2 Shift personnel will be allowed eight (8) shift trades per calendar year. Nine (9) hours or less will not be considered a shift trade for the purposes of the eight (8) trades per calendar year limit specified herein. Shift trades provided for purposes of union leave as set forth in section 4.5 shall not count toward this shift trade limit for either partner to the shift trade.

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- 17.3 Shift trades of nine (9) hours or less will be allowed Monday – Friday between 1500 and 0800 hours, weekends and holidays or at other times at the sole discretion of the Fire Chief. Only one nine (9) hour trade is permitted to occur within a single 24-hour shift.
- 17.4 Shift trades of less than nine (9) hours will not require the parties involved in the trade to fill out a formal shift trade request form (Leave Request Form).
- 17.5 All Shift trades must be completed within ninety (90) calendar days either side of the initial trade day and must be approved by both respective Battalion Chiefs or their designate(s).
- 17.6 Pay backs not accomplished in accordance with item 17.5 shall be considered lost.
- 17.7 Members will not enter into time trades outside ninety (90) days prior to the initial time trade date.
- 17.8 Family emergencies may be considered an exception to the policy. What constitutes an emergency will be determined by the Chief or Assistant Chief or the shift officer in their absence.
- 17.9 Shift trades may be denied if the trade conflicts with prearranged or required training.
- 17.10 Members who are on a time trade day off will not be eligible to work overtime, except in the case of departmental emergency callbacks.
- 17.11 Members engaging in an out-of-classification time trade with a fellow employee of a higher rank must meet the eligibility requirements for that higher rank that are set forth in the Wenatchee Civil Service Commission's Rule X. Promotions Section 9 Fire Department Promotions, specifically "D", "E", "F" and "G". Members meeting such eligibility requirements may engage in out-of-classification time trades under the same procedures that are applicable to rank-for-rank time trades.
- 17.12 It is the intent of the parties that an employee must at least meet the minimum eligibility requirements (in terms of years of service, etc.) for a particular rank that are set forth above in Article 17.11 in order to be able to engage in a time trade with an employee of that rank. Further, recruit firefighters may not engage in time trades during their one (1) year probationary period.

- 17.13 If a member of Local 453's bargaining unit is unable to fulfill his or her end of a time trade for some reason, the trade will not be cancelled. Furthermore, the bargaining unit member who is unable to fulfill their end of the time trade also will not need to find a replacement for the trade. However, that bargaining unit member will be required to use his or her earned benefits (such as sick leave) in order to complete the trade.

ARTICLE 18 – KELLY DAY TRADES

- 18.1 Effective January 1, 2007, an additional three (3) Kelly Day trades will be allowed to each individual which will not be counted as part of the eight (8) time trades per year as addressed in Articles 6.4 and 17.2.
- 18.2 Assigned Kelly Day trades may only occur between members of the regularly assigned shift (A, B, C). It is understood by both parties that a Kelly Day trades is an exchange with an individual from the same shift.
- 18.3 The Kelly Day trade must be a 24-hour absence and will not count as one of the eight (8) trades per year cap, per Article 17.2 and Article 6.4 regarding allowed number of shift trades per calendar year.
- 18.4 Kelly Day trades must be completed within the identified 21-day work cycle and must be approved by the Battalion Chief or their designate(s).
- 18.5 Pay backs not accomplished in accordance with Article 18.4 shall be considered lost.
- 18.6 Members will not enter into Kelly Day trades outside ninety (90) days prior to the initial time trade date.
- 18.7 Kelly Day trades may be denied if the trade conflicts with prearranged or required training.
- 18.8 Members who are on a Kelly Day trade day off will not be eligible to work overtime, except in the case of departmental emergency callbacks.
- 18.9 Members engaging in an out-of-classification Kelly Day trade with a fellow employee of a higher rank must meet the eligibility requirements for that higher rank that are set forth in the Wenatchee Civil Service Commission Rule X. Promotions Section 9 Fire Department Promotions, specifically "D", "E", "F" and "G". Members meeting such eligibility requirements may engage in out-of-classification Kelly Day trades under the same procedures that are applicable to rank-for-rank trades.

- 18.10 It is the intent of the intent of the parties that an employee must at least meet the minimum eligibility requirements (in terms of years of service, etc.) for a particular rank that are set forth above in Article 18.9 in order to be able to engage in a Kelly Day trade with an employee of that rank. Further, recruit firefighters may not engage in Kelly Day trades during their one (1) year probationary period.
- 18.11 If a member of Local 453's bargaining unit is unable to fulfill his or her end of a Kelly Day trade for some reason, the trade will not be cancelled. Furthermore, the bargaining unit member who is unable to fulfill their end of the time trade also will not need to find a replacement for the trade. However, that bargaining unit member will be required to use his or her earned benefits (such as sick leave) in order to complete the trade.
- 18.12 Kelly Day trades cannot be allowed that would create a situation where all three (3) officers on a shift, within each platoon, would be absent at the same time.

ARTICLE 19 – WORKING OUT-OF-CLASSIFICATION

- 19.1 Employees covered by this Agreement who choose to, or are required to, accept the responsibilities and carry out the duties of a position or rank above that which they normally hold for four (4) consecutive hours for shift personnel and three (3) consecutive days for day personnel, shall be paid for that position commencing from the first hour of the shift/day. Employees on overtime shall be paid at time and one-half for the position worked. An interruption in consecutive out-of-classification work, outside of normally scheduled days off, shall begin a new cycle.
- 19.2 This Article does not cover newly hired employees, during their first twelve (12) months of employment.
- 19.3 Any employee who qualifies for out of class pay shall be paid at the first step of the relevant job class (e.g. Battalion Chief and Captain/Lieutenant).
- 19.4 An employee working out-of-classification resulting from a time trade will not receive out-of-classification pay. An employee required to work out-of-class while he or she is on a time trade shall received the same amount of out-of-classification pay that they would normally receive as long as their time trade was not the cause of the out-of-class situation.
- 19.5 The procedure for selecting out-of-classification personnel will be as follows:

1. Personnel shall be selected for working out-of-classification positions by first utilizing the regular shift members on an existing or extended eligibility list regardless of the ranking. It shall be the responsibility of the Battalion Chief to determine which regular shift member is assigned an out-of-classification position.
2. When personnel are hired for overtime due to no one accepting in the rank in need, (e.g. hiring in the rank below or the rank above), the procedure for filling the acting position shall be followed as in #1. Regular shift members shall be used in the acting position if they are on an existing eligibility list for the position. The overtime member will then fill the position of the acting member. If no regular shift member is on the eligibility list and the overtime member is, the overtime member will fill the acting position. If two (2) shift members are on the eligibility list it shall be the responsibility of the Battalion Chief to assign the acting duty.

ARTICLE 20 – SEPARATION FROM SERVICE

- 20.1 Employees shall be compensated in cash at their regular rate of pay for unused vacations, holiday pay, and compensatory time, when they are permanently separated from service.

ARTICLE 21 – DISCRIMINATION

- 21.1 The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, the Union.
- 21.2 The Employer and the Union agree that there shall be no discrimination against any employee in violation of R.C.W. 49.60.

ARTICLE 22 – OUT-OF-TOWN SCHOOLS

- 22.1 Employees directed by the Chief to attend an out-of-town school for training purposes shall receive an expense advance in accordance with City policy, which shall be credited against actual expenses incurred.
- 22.2 Employees attending schools or training voluntarily shall only receive their regular rate of pay.

ARTICLE 23 – SICK LEAVE

- 23.1 Effective January 1, 1975, all further accrual of Sick Leave shall cease for LEOFF Plan I Firefighters. All accumulated sick leave up to and including December 31, 1974, shall remain as a credit to each respective employee, to be used after annual sick leave is exhausted. Annual sick leave shall be available in the amount of three (3) shifts per year, non-accumulative, for all employees who are members of LEOFF Plan I and who are working twenty-four (24) hour shifts. Employees who are members of LEOFF Plan I and who are working eight (8) hour days shall receive (6) working days sick leave per year, which shall be non-accumulative.
- 23.2 LEOFF II employees shall accrue sick leave at the rate of six (6) shifts, one hundred and forty-four (144) hours, per year. However, on completion of six (6) months service, LEOFF II employees will be credited with a bank of eight (8) shifts of sick leave in addition to three (3) shifts of sick leave normally earned in said six (6) months. Maximum accumulation of sick leave shall be fifty-five (55) shifts by March 1st of any given year.
- 23.2.1 Plan II employees working eight (8) hour days shall accrue sick leave at the rate of eighteen (18) eight (8) hour days per year or one hundred forty-four (144) hours per year, with a maximum accumulation of one hundred twenty (120) eight (8) hour days or nine hundred sixty (960) hours by March 1st of any given year.
- 23.3 For the purposes of this contract, Plan I and Plan II of the Law Enforcement Officers and Firefighters Retirement System shall be defined and shall apply to employees as follows:
- 23.3.1 LEOFF Plan I: Pertains to all employees who were members of the Washington State Law Enforcement Officers and Firefighters Retirement (LEOFF) System on or before September 30, 1977, and who have maintained that membership in accordance with the Washington State Retirement Laws.
- 23.3.2 LEOFF Plan II: Pertains to all employees who became members of the Washington State Law Enforcement Officers and Firefighters Retirement (LEOFF) System on or after October 1, 1977, and who have maintained that membership in accordance with the Washington State Retirement Laws.
- 23.4 LEOFF Plan II employees will be credited back an additional fifty percent (50%) of their unused sick leave for a given year to an off-the-job disability accrual. Members shall not utilize the off-the-job disability accrual unless three (3) consecutive shifts of sick leave have already been used. Should a member utilize this accrual, he/she shall contact the Chief and provide

notice as to the type of disability and the anticipated length of time before being able to return to shift.

- 23.5 On or before February 15th of each year, a list shall be posted for all Leoff II members. The list shall contain accrued amount and the previous year's contribution.
- 23.6 Departmental sick leave policy shall be governed by the labor agreement and Departmental policy number O.I. 902, as it exists or may hereafter be amended. Any proposed changes to said policy shall be communicated to the Union, in writing, within twenty (20) working days of the effective date of such changes.

ARTICLE 24 – BEREAVEMENT LEAVE

- 24.1 Death in the immediate family requiring the attendance of the employee, including funerals. Leave for such reason shall be limited to five (5) consecutive calendar days in any one instance from the day the employer is notified. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of close relationship of wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee or the employee's spouse, but not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household. The Chief or his designate shall in each case approve by written memorandum any bereavement leave requested.

ARTICLE 25 – INDUSTRIAL INSURANCE COVERAGE

- 25.1 All Firefighters who are, or become members of LEOFF Plan II shall be covered by Industrial Insurance for all injuries that occur during the employee's working hours. Time loss and benefits shall be in accordance with the regulations established by the Washington State Department of Labor and Industries.
- 25.2 All injuries that occur during working hours must be reported to the employee's designated supervisor as soon as possible after the injury occurs and before leaving the department of employment.
- 25.3 Tell the doctor how the injury is work-related and ask the doctor to file an accident report form with the Department of Labor and Industries.
- 25.4 For a period of absence from work due to injury or occupational disease resulting from employment, the employee shall file an application for workmen's compensation in accordance with State Law.

- 25.5 For the purpose of on-the-job injuries LEOFF II employees shall receive the difference between workers' compensation and their rate of pay, as specified in Appendix A, for up to six (6) months.
- 25.6 Until the Department of Labor and Industries determine eligibility for workers compensation, the Employer may pay full sick leave, provided that the employee shall return any subsequent overpayment to the Employer.
- 25.7 Should any employee apply for Industrial Insurance time loss compensation and in the event that the claim is denied, sick leave and annual leave may be used in such absence.
- 25.8 Nothing herein pertains to permanent disability awards.
- 25.9 If an employee has no sick leave accumulated, the words "annual leave" may be substituted for "sick leave" above.

ARTICLE 26 – GROUP INSURANCE

- 26.1 Firefighters covered under LEOFF Plan I shall not have the opportunity to participate in City-paid employee medical coverage under the City's Group Insurance Program as now in effect or as may hereinafter be altered. Dependents of retired LEOFF I employees may elect to cover themselves under the City's Group Medical Insurance Plan in accordance with the eligibility requirements. Dependents are to be responsible for their own premiums.
- 26.2 The City shall pay the full cost of employee Medical/Dental/Vision and basic term life and AD&D insurance coverage for all firefighters.

The City will implement the prescription benefit changes to Plan B effective 1/1/09.

The City will maintain AWC Plan B for bargaining unit members and their dependents at current 90/10 split on premiums until Plan B expires on 12/31/11. Unless mutually agreed otherwise by the parties between the execution date of their 2009-2011 CBA and 12/31/11, the City will transfer bargaining unit members and their dependents 1/1/2012 to the AWC medical insurance plan available that provides members and their dependents with substantially similar benefits provided to them under Plan B.

- 26.3 An employee on Leave of Absence without pay from the City may continue to carry the City Group Insurance Plan by making full premium payments to the City as directed.

- 26.4 All firefighters employed by the City may obtain coverage for their legal dependents under the City's Group Insurance Program.
- 26.4.1 The City will pay 90% of the premium for dependent's Medical/Dental/Vision Group Insurance Program coverage.
- 26.5 Should a change in the carrier currently providing group insurance coverage or a change in the insurance package currently available become necessary or desirable during the life of this Agreement, the City agrees that it will evaluate alternative carriers and/or insurance packages in determining what group insurance coverage will be provided, and will make a good-faith effort to provide the members of Local 453's bargaining unit as a whole with benefits that are substantially similar to those currently in effect.
- 26.6 Effective January 1, 2006, both parties agreed to roll the former \$12 City contribution for LEOFF II disability insurance into base pay.
- 26.7 On a bi-annual basis the Fire Department Advisory Team, or appointees, shall meet with the City to discuss the following issues in regards to the employee health insurance program:
1. The Committee shall work with the City and the brokers in reviewing the past year and forecasting increases/decreases in composite figures for the following year.
 2. Any information regarding changes in the health industry that may be available by the brokers.
 3. Discuss possible educational programs to be offered to employees about health options (such as emergency room use).
 4. Discuss changes in benefits as requested by the City or any of the recognized employee's groups, but shall not have any power to change or alter plan benefits.

ARTICLE 27 – PHYSICAL EXAMINATION REIMBURSEMENT

- 27.1 The City shall pay for annual physical examinations for all bargaining unit members in 2006. Bargaining unit members may utilize a qualified physician of their choice for these physical examinations. Beginning in 2007, the City shall pay for annual physical examinations as set forth above for all bargaining unit members over 45 years of age, and shall pay for physical examinations as set forth above once every two years for all bargaining unit members who are 45 years of age and younger.

Examinations shall otherwise be conducted in accordance with Civil Service Rules in effect as of the execution of the Agreement

- 27.2 Employees required to obtain physical examinations shall be allowed to utilize a qualified physician of their own choice. The City shall furnish forms for physical examinations. Employees shall receive a reimbursement for said examination up to the amount the City would otherwise have paid. The employee shall furnish a receipt of expenses from the physician and submit the receipt to the Employer. If further medical attention is recommended or required, it will be subject to the group medical insurance program or LEOFF I Disability, whichever applies.

ARTICLE 28 – MEALS

- 28.1 Employees required to work past their regular mealtime shall contact the Fire Chief or his designate who shall provide for relief or arrange for meals. If the employee(s) is authorized by the Fire Chief or his designate to purchase meals, he/she shall be reimbursed by the City.

ARTICLE 29 – SAVINGS CLAUSE

- 29.1 If any provisions of this Agreement or the application of such provision should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 30 – SUPPLEMENTAL AGREEMENT

- 30.1 This Agreement may be amended or modified, provided that such amendments or modifications are mutually agreed upon by both the Employer and the Union. Supplemental agreements, such as officially recorded Letters of Understanding, thus completed shall become a part of the larger Agreement, and subject to all its provisions.

ARTICLE 31 – DURATION OF AGREEMENT

31.1 This Agreement shall be effective for a minimum period of three (3) years beginning January 1, 2009 through December 31, 2011 or until such time as a successor agreement can be negotiated in accordance with R.C.W. 41.56.

Dated this _____ day of _____, 2009

CITY OF WENATCHEE, a municipal corporation

By _____
Dennis Johnson, Mayor

By _____
Sandra Smeller, Human Resources Director

By _____
Local #453, International Association of Firefighters

Attest: _____
City Clerk

**IAFF Local 453
2009 Wages
(3% COLA effective January 1, 2009)**

	<u>Monthly Rate</u>	<u>% of Base</u>
Battalion Chief	\$6,241.82	120
1 st Step Battalion Chief	5,981.75	115
Captain/Lieutenant	5,721.67	110
1 st Step Captain/Lieutenant	5,617.64	108
Firefighter Engineer (Alarm Sup./Sec./Mechanic)	5,461.60	105
Firefighter (1 st Class)	5,201.52	100
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Firefighter (2 nd Class)	4,421.29	85
Firefighter (3 rd Class)	4,161.22	80
Firefighter (Recruit)	3,901.14	75

**IAFF Local 453
2010 Wages
(3% COLA effective January 1, 2010)**

	<u>Monthly Rate</u>	<u>% of Base</u>
Battalion Chief	\$6,429.08	120
1 st Step Battalion Chief	6,161.21	115
Captain/Lieutenant	5,893.33	110
1 st Step Captain/Lieutenant	5,786.18	108
Firefighter Engineer (Alarm Sup./Sec./Mechanic)	5,625.45	105
Firefighter (1 st Class)	5,357.57	100
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Firefighter (2 nd Class)	4,553.93	85
Firefighter (3 rd Class)	4,286.07	80
Firefighter (Recruit)	4,018.18	75

**IAFF Local 453
20011 Wages
(3% COLA effective January 1, 2011)**

	<u>Monthly Rate</u>	<u>% of Base</u>
Battalion Chief	\$6,621.96	120
1 st Step Battalion Chief	6,346.05	115
Captain/Lieutenant	6,070.13	110
1 st Step Captain/Lieutenant	5,959.76	108
Firefighter Engineer (Alarm Sup./Sec./Mechanic)	5,794.22	105
Firefighter (1 st Class)	5,518.30	100
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Firefighter (2 nd Class)	4,690.56	85
Firefighter (3 rd Class)	4,414.64	80
Firefighter (Recruit)	4,138.73	75